

APPENDIX PRICING

TABLE OF CONTENTS

1. INTRODUCTION3

2. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS3

APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides prices to CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.
- 1.4 Other than as specifically set out elsewhere in this Agreement, **SBC SNET** unbundled elements prices are available as described in DPUC ordered CT Access Service Tariff Section 18. The pricing of **SBC SNET** unbundled elements will be based on their Total Service Long Run Incremental Costs ("TSLRIC") and include a reasonable contribution to joint and common costs, as identified in Docket Nos. 96-09-22 and 97-04-10, and the Department's Decision in Docket Nos. 00-01-02, 00-03-19, 00-05-06 and 00-12-15.
- 1.5 Operator Services (OS), Director Assistance (DA), and Reciprocal Compensation Monthly Recurring Charges (MRCs) and Nonrecurring Charges (NRCs) are set forth below.
- 1.6 To the extent a CLEC orders a product/UNE that is not in its current Interconnection Agreement, SBC reserves the right to reject the order. In the event the order is rejected, the CLEC may either issue a BFR or, if the product/UNE is available in a state commission approved Agreement in the state in which the CLEC is seeking to order the product/UNE, the CLEC may request an amendment to its current Interconnection Agreement to provide for the product/UNE under the same terms, conditions and rates as provided in that approved Agreement.

2. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 2.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.